

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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AURORA LOAN SERVICES LLC,

Index No.: 09-CV-9651 (HB)

Plaintiff,

-against-

ANSWER

DAVID SADEK; WINTHROP ABSTRACT, LLC,
FIRST FINANCIAL EQUITIES, INC.; THE
CLOSING NETWORK, LTD.; 100 W. 58TH ST. 7C
LLC; MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.; JPMORGAN CHASE BANK, N.A.;
BOARD OF MANAGERS WINDSOR PARK
CONDOMINIUM; WINDSOR TOV LLC; FREMONT
INVESTMENT & LOAN; JOHN DOES 1-10,

JURY TRIAL DEMANDED

Defendants.

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Defendant, **THE CLOSING NETWORK, LTD.**, by **Zisholtz & Zisholtz, LLP**, its
attorneys, in answering the Complaint, respectfully alleges:

FIRST: Denies knowledge or information sufficient to form a belief as to
each and every allegation contained in paragraphs marked "1", "2", "3", "4", "6", "7",
"8", "9", "10", "11", "12", "13", "14", "15", "16", "17", "18", "19", "20", "21", "22", "23", "24",
"25", "26", "27", "28", "29", "31", "32", "33", "34", "35", "37", "38", "39", "40", "41", "42",
"43", "44", "45", "46", "47", "48", "49", "50", "51", "52" and "53" of the Complaint.

SECOND: Denies each and every allegation contained in paragraphs
marked "30" and "36" of the Complaint.

ANSWERING THE FIRST CAUSE OF ACTION

THIRD: Answering the allegations contained in paragraph marked "54"
of the Complaint, this defendant repeats, reiterates and realleges each and every

admission, denial or allegation heretofore had herein with the same force and effect as if fully set forth herein at length.

FOURTH: Denies knowledge or information sufficient to form a belief as to each and every allegation contained in paragraphs marked "55", "56", "57", "58", "59", "60", "61", "62", "63", "64", "65" and "66" of the Complaint.

FIFTH: Denies each and every allegation contained in paragraph marked "61" of the Complaint.

ANSWERING THE SECOND CAUSE OF ACTION

SIXTH: Answering the allegations contained in paragraph marked "67" of the Complaint, this defendant repeats, reiterates and realleges each and every admission, denial or allegation heretofore had herein with the same force and effect as if fully set forth herein at length.

SEVENTH: Denies knowledge or information sufficient to form a belief as to each and every allegation contained in paragraphs marked "68", "69", "70", "71", "72", "73", "74", "75", "76" and "77" of the Complaint.

ANSWERING THE THIRD CAUSE OF ACTION

EIGHTH: Answering the allegations contained in paragraph marked "78" of the Complaint, this defendant repeats, reiterates and realleges each and every admission, denial or allegation heretofore had herein with the same force and effect as if fully set forth herein at length.

NINTH: Denies knowledge or information sufficient to form a belief as to each and every allegation contained in paragraphs marked "79", "80", "81", "82", "83", "84", "86", "87", "88", "89" and "90" of the Complaint.

TENTH: Denies each and every allegation contained in paragraph marked "85" of the Complaint.

ANSWERING THE FOURTH CAUSE OF ACTION

ELEVENTH: Answering the allegations contained in paragraph marked "91" of the Complaint, this defendant repeats, reiterates and realleges each and every admission, denial or allegation heretofore had herein with the same force and effect as if fully set forth herein at length.

TWELFTH: Denies knowledge or information sufficient to form a belief as to each and every allegation contained in paragraphs marked "92", "93", "94", "95", "96", "97", "98", "99", "100", "101", "102", "103", "104", "105" and "106" of the Complaint.

ANSWERING THE FIFTH CAUSE OF ACTION

THIRTEENTH: Answering the allegations contained in paragraph marked "107" of the Complaint, this defendant repeats, reiterates and realleges each and every admission, denial or allegation heretofore had herein with the same force and effect as if they are set forth herein at length.

FOURTEENTH: Denies knowledge or information sufficient to form a belief as to each and every allegation contained in paragraphs marked "108", "109", "110", "111", "112", "113", "114", "115", "116", "117", "118", "119", "120", "121" and "122" of the Complaint.

ANSWERING THE SIXTH CAUSE OF ACTION

FIFTEENTH: Answering the allegations contained in paragraph marked "123" of the Complaint, this defendant repeats, reiterates and realleges each and every

admission, denial or allegation heretofore had herein with the same force and effect as if fully set forth herein at length.

SIXTEENTH: Denies each and every allegation contained in paragraphs marked "125", "126", "127" and "128" of the Complaint.

SEVENTEENTH: Denies knowledge or information sufficient to form a belief as to each and every allegation contained in paragraphs marked "129" and "130" of the Complaint.

ANSWERING THE SEVENTH CAUSE OF ACTION

EIGHTEENTH: Answering the allegations contained in paragraph marked "131" of the Complaint, this defendant repeats, reiterates and realleges each and every admission, denial or allegation heretofore had herein with the same force and effect as if fully set forth herein at length.

NINETEENTH: Denies knowledge or information sufficient to form a belief as to each and every allegation contained in paragraphs marked "132", "133", "134", "135", "136", "137", "138", "139", "140", "141", "142", "143", "144", "145", "146" and "147" of the Complaint.

ANSWERING THE EIGHTH CAUSE OF ACTION

TWENTIETH: Answering the allegations contained in paragraph marked "148" of the Complaint, this defendant repeats, reiterates and realleges each and every admission, denial or allegation heretofore had herein with the same force and effect as if fully set forth herein at length.

TWENTY-FIRST: Denies each and every allegation contained in paragraphs marked "149", "150", "151", "152" and "153" of the Complaint.

TWENTY-SECOND: Denies knowledge or information sufficient to form a belief as to each and every allegation contained in paragraphs marked "154" and "155" of the Complaint.

ANSWERING THE NINTH CAUSE OF ACTION

TWENTY-THIRD: Answering the allegations contained in paragraph marked "156" of the Complaint, this defendant repeats, reiterates and realleges each and every admission, denial or allegation heretofore had herein with the same force and effect as if fully set forth herein at length.

TWENTY-FOURTH: Denies knowledge or information sufficient to form a belief as to each and every allegation contained in paragraphs marked "157", "158", "159", "160", "161", "162", "163", "164", "165", "166", "167", "168", "169", "170", "171" and "172" of the Complaint.

ANSWERING THE TENTH CAUSE OF ACTION

TWENTY-FIFTH: Answering the allegations contained in paragraph marked "173" of the Complaint, this defendant repeats, reiterates and realleges each and every admission, denial or allegation heretofore had herein with the same force and effect as if fully set forth herein at length.

TWENTY-SIXTH: Denies each and every allegation contained in paragraphs marked "174", "175", "176", "177", "178", "179" and "180" of the Complaint.

ANSWERING THE ELEVENTH CAUSE OF ACTION

TWENTY-SEVENTH: Answering the allegations contained in paragraph marked "181" of the Complaint, this defendant repeats, reiterates and realleges each and every admission, denial or allegation heretofore had herein with the same force and effect as if fully set forth herein at length.

TWENTY-EIGHTH: Denies knowledge or information sufficient to form a belief as to each and every allegation contained in paragraphs marked "182", "183" and "184" of the Complaint.

ANSWERING THE TWELFTH CAUSE OF ACTION

TWENTY-NINTH: Answering the allegations contained in paragraph marked "185" of the Complaint, this defendant repeats, reiterates and realleges each and every admission, denial or allegation heretofore had herein with the same force and effect as if fully set forth herein at length.

THIRTIETH: Denies knowledge or information sufficient to form a belief as to each and every allegation contained in paragraphs marked "186", "187", "188", "189", "190", "191", "192", "193", "194", "195" and "196" of the Complaint.

ANSWERING THE THIRTEENTH CAUSE OF ACTION

THIRTY-FIRST: Answering the allegations contained in paragraph marked "197" of the Complaint, this defendant repeats, reiterates and realleges each and every admission, denial or allegation heretofore had herein with the same force and effect as if fully set forth herein at length.

THIRTY-SECOND: Denies knowledge or information sufficient to form a belief as to each and every allegation contained in paragraphs marked "198", "199", "200", "201", "202", "203", "204", "205", "206" and "207" of the Complaint.

**AS AND FOR A FIRST, SEPARATE AND
COMPLETE AFFIRMATIVE DEFENSE**

THIRTY-THIRD: That the defendant was not the Settlement Agent in the transaction at issue in this litigation as alleged by the plaintiff.

THIRTY-FOURTH: That by reason of the foregoing, the defendant is not liable to the plaintiff.

**AS AND FOR A SECOND, SEPARATE AND
COMPLETE AFFIRMATIVE DEFENSE**

THIRTY-FIFTH: Any damages sustained by plaintiff were caused by intervening and/or superseding factors that relieve this defendant from any liability in this action.

THIRTY-SIXTH: That by reason of the foregoing, the plaintiff is not owed any money from this defendant.

**AS AND FOR A THIRD, SEPARATE AND
COMPLETE AFFIRMATIVE DEFENSE**

THIRTY-SEVENTH: The complaint does not set forth sufficient facts to allow the defendants to determine all potential affirmative defenses. accordingly, the defendants reserve their rights to assert or withdraw additional defenses when such information is ascertained through discovery.

**AS AND FOR A FOURTH SEPARATE AND COMPLETE
AFFIRMATIVE DEFENSE AND FIRST CROSS CLAIM AGAINST
THE OTHER DEFENDANTS**

THIRTY-EIGHTH: That if plaintiff is entitled to recover from defendant, **THE CLOSING NETWORK**, or any other answering defendant herein, then the same is due and owing from the other defendants.

THIRTY-NINTH: That by reason of the foregoing, this answering defendant is entitled to judgment over and against the other defendants, jointly and severally, in the event of any recovery by the plaintiff herein against **THE CLOSING NETWORK** and for reimbursement of all fees, expenses, including but not limited to reasonable counsel fees.

WHEREFORE, defendant, **THE CLOSING NETWORK, LTD.**, demands judgment dismissing the complaint as against them, together with the costs and disbursements of this action; that on the First Cross Claim, in the event judgment is granted or entered in favor of the plaintiff, that **THE CLOSING NETWORK** have judgment over and against

the other defendants, jointly and severally, together with interest, reasonable counsel fees, and the costs and disbursements of this action.

Dated: Mineola, New York
June 21, 2010

Yours, etc.

ZISHOLTZ & ZISHOLTZ, LLP

By: 

Stuart S. Zisholtz (7533)
Attorney for Defendant
THE CLOSING NETWORK, LTD.
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Mineola, New York 11501
(516) 741-2200

TO: **TOMPKINS, McGUIRE, WACHENFELD & BARRY, LLP**
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- against -

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MANAGERS WINDSOR PARK CONDOMINIUM; WINDSOR TOV LLC; FREMONT
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Defendants.

ANSWER

ZISHOLTZ & ZISHOLTZ, LLP

Attorneys for Deft. THE CLOSING NETWORK, LTD.

Office Address & Tel. No.:

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Suite 300
Mineola, New York 11501
(516) 741-2200

Pursuant to 22 NYCRR 130-1.1, the undersigned an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Dated: Signature _____

Print Signer's name _____

Service of a copy of the within

is hereby admitted.

Dated:

Attorney(s) for